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Line 16:

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MERCHANDISING CORPORATION OF AMERICA
100 Universal City Plaza, Universal City, California 91608 • (2[illegible]3) 508-1848

MERCHANDISING LICENSE AGREEMENT

September 18, 1981
TIGER ELECTRONIC TOYS INC.
909 Orchard
Mundelein, Illinois 60060
Attn: William J. Pasco, Sr.-VP

Local Representative: ______

Gentlemen:

We own or control the specified proprietary subject matter and have the right to grant the license herein granted. The following represents our mutual agreement whereby we grant you a license to utilize the specified proprietary subject matter from our theatrical/television property, on or in connection with the manufacture, sale and distribution of articles, as set forth below:

Proprietary Subject Matter, including copyright and trademark material as follows: TITLE: KING KONG

Characters/Approved Artwork: to be specified

Articles: handheld electronic game, or table top, video game, cartridges for video games

Territory: United States and Canada, also United Kingdon, West Germany, France, Japan, Hong Kong

Manufacture and shipment from or to a non-United States country and/or distributor(s) requires our prior written approval of country and manufacturer and/or distributor. We may require signed agreement between us and your manufacturer(s) prior to granting our approval.

INITIAL HERE

Term: Eighteen (18) months commencing on the date hereof

Option: None/~~one consecutive year, same terms and conditions, exercisable by written notice together with advance herein at least 30 days prior to expiration of the term hereof.~~ ~~Renewable on year to year basis~~ - see reverse

Royalty Rate: five percent (*/** 5 %) of gross wholesale sales, all sales to be calculated on in-territory-delivery wholesale prices excluding FOB extra-territory prices, no deductions of any sort (including but not limited to trade discounts, freight, and advertising) allowed except quantity discounts and returns, but not returns for credit, no free samples shall be allowed. Royalty reports in full detail, including a product sales breakdown by style number, articles, artwork, and country, and payments shall be made quarterly within 21 days after each calendar quarter. Acceptance thereof by us shall not preclude us from questioning correctness of same at any time. If such royalty report and/or payment in any calendar quarter is late, the guarantee set forth herein shall become immediately due and payable, at our written demand. On reasonable notice, we have the right to have an independent certified public accountant, or our authorized representative examine your records. Non-U.S. royalties for non-U.S. territories licensed hereunder shall be in U.S. dollars at the closing rate of exchange on the above date.

All accounting records and all supporting original documents and summaries and correspondence shall be maintained for 3 years after expiration of the term hereof. If any royalty payment is late, interest shall accrue thereon from the due date, at the then current prime interest rate. You will provide us with a financial report annually during the term hereof. If a review of your records indicates a discrepancy of 3% or more, you shall pay us our auditing fees and expenses for said audit.

All payments and reports shall be made to: Merchandising Corporation of America, Inc.

Minimum Annual Royalties Guarantee: $30,000 / ***$3,000.00 Payable: on or before March 17, 1983

Nonrefundable Annual Advance Against Royalties: $15,000 Payable: on execution hereof.

ADDITIONAL TERMS

You shall make best efforts to manufacture, sell and/or distribute substantial quantities of the articles during the entire term hereof. after production starts - around 6 months If, during any calendar quarter, you fail to sell, manufacture and/or distribute substantial quantities of all or any article licensed hereunder, we may terminate this agreement as to article(s), territory, or in whole by written notice. ** Your activities including any good will developed hereunder shall accrue to the benefit of Universal City Studios, Inc., and all ownership, copyrights, trademarks and patents in articles licensed hereunder, as well as in all artwork, packaging, copy, literary text, advertising material of any sort, including all such material developed by you, shall be in the name of Universal City Studios, Inc., and all such items shall bear copyright and trademark notices and any other legal notices as we direct, and as follows:

Copyright: ©1981 Universal City Studios, Inc. All rights reserved.

Trademark: KING KONG™* *a trademark of and licensed by Universal City Studios, Inc.

You agree that you shall sign separate patent, trademark and/or copyright agreements with us or our designee at our request. ** We shall control absolutely all infringement litigation involving or affecting this license. We may join you as a party thereto at our expense. ** You hereby agree to defend and indemnify us and all persons whose names and/or likenesses are licensed hereunder against all claims, damages, suits and expenses, including legal fees arising out of your use of the licensed subject matter. You shall obtain Comprehensive General Liability Insurance including Products Liability Insurance to cover the terms and conditions of the indemnity in the amount of at least $1,000,000. You shall comply with all applicable Federal and State laws of territory and will observe all safety standards. ** We shall indemnify you against all claims, suits, damages and expenses, including legal fees, arising out of our breach of our representation hereunder. ** All prototypes and all stages of production of the articles and of all artwork, copy, packaging, literary text and advertising material, including the quality and style thereof shall be subject to our prior written approval before manufacture, sale and/or distribution thereof. In addition, all such material supplied by us to you shall be at your expense. ** You shall supply us with samples of the articles at our request. **We shall not license any other person for the specific goods licensed hereunder in the territory specified herein. Excluded from this obligation shall be any non-territory firm or corporation licensed by us in five or more countries. ** Premiums are not licensed hereunder; we reserve premiums to ourselves. ** If you become insolvent, bankrupt or any similar situation should occur to you, or if you fail to perform any of your obligations hereunder, we may terminate this agreement by our written notice, unless you remedy same within the ten days and notify us in writing thereof within that period. ** On expiration or termination hereof, all royalties are immediately due and payable, and you shall immediately stop manufacture, sale and distribution of all articles licensed and send us a complete inventory report and accounting with payment due within 30 days. On expiration only, you shall have a period of 60 days in which to sell off previously manufactured articles licensed hereunder, accounting and payment therefor shall be due 30 days thereafter. Thereafter all goods shall be destroyed and Certificate of Destruction sent to us. On expiration or termination, all rights licensed hereunder or otherwise acquired in relation to this agreement shall revert to us or our designee. ** You agree that your failure to stop manufacture, sale and/or distribution upon expiration or termination hereof as provided above will result in immediate irreparable damage to us, that there is no adequate remedy at law for such failure, and that in the event of such failure, we shall be entitled to injunctive relief, no bond shall be required therefor. ** If for any reason we are required to remove the name and/or likeness of any actor or artwork from this license, you shall delete same from the articles and related items on our written request, and we may substitute any other name and/or likeness or artwork for same; nor are we obligated to continue to exhibit the theatrical or tv property. We shall be entitled to legal and auditing fees and expenses in the enforcement of any provisions of this agreement. ** We are neither partners nor joint venturers hereunder, and you have no power to obligate or bind us in any manner whatsoever. ** Your rights and obligations hereunder are personal to you and shall not be assigned, mortgaged, sublicensed or otherwise encumbered by you or by operation of law. ** Our failure or delay to enforce any rights hereunder shall not be a waiver of such rights or a modification of this agreement.

This license shall be construed in accordance with the laws of the State of California, and claims and/or lawsuits may be brought in Los Angeles County in our sole discretion if both parties reside in the U.S.A. This represents our whole agreement, all other agreements are merged herein. No changes may be made except in writing signed by both parties.

Please indicate your understanding and agreement to the above by signing where indicated below.

UNDERSTOOD AND AGREED:

TIGER ELECTRONIC TOYS INC.
By William J. Pasco (Licensee)
Date. 9/22/81

MERCHANDISING CORPORATION OF AMERICA, INC.
By ______ (Licensor)
10/2/81

A2415

Merchan Lic. Agmt.
Law 103 (8)
SSS 9-18-81 (1)
Form 3142

*on the handheld game and video game and six (6%) percent on **all cartridges
*** 7% on sales to United Kingdom, West Germany, France, Japan, Hong Kong
*** $3,000.00 royalty for foreign sales payable June 1982

INITIAL HERE
(see reverse

Line 16: Option: One consecutive year, same terms and conditions, exercisable by written notice together with advance herein at least 30 days prior to expiration of 1st term hereof.

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#: Said seven percent (7%) royalty shall be paid on your gross sales based on either (a) your price to your customers or (b) a price which is not less than 15% of the U.S. wholesale price, whichever amount is greater.

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D-14 id
11/8/82

AMENDMENT TO MERCHANDISING LICENSE AGREEMENT DATED SEPTEMBER 18, 1981

WHEREAS, Tiger Electronic Toys, Inc. ("Tiger") and Merchandising Corporation of America, Inc. ("Merchandising") entered into a License Agreement dated September 18, 1981;

WHEREAS, a dispute arose between the parties, pursuant to which each party claimed that the other had materially breached the License Agreement;

WHEREAS, Tiger has now made available to Merchandising, for its approval, certain promotional material and certain prototypes of the articles included under the License Agreement;

WHEREAS, Tiger has also made certain material changes in the tabletop electronic game display and concept and the video game display and concept originally described and shown to Merchandising, which game display and concept have been approved by Merchandising.

WHEREAS, Universal City Studios, Inc. ("Universal") has settled its claim against Coleco Industries, Inc. ("Coleco") involving infringement and/or unfair competition in regard to the manufacture and distribution of a self-contained tabletop electronic game and a home video game in various forms (e.g., cassette, cartridge) identified and known as "DONKEY KONG";

WHEREAS, Universal has a claim against Nintendo, a corporation of Japan and/or Nintendo of America, Inc. (hereinafter jointly referred to as "Nintendo").

PLAINTIFF'S EXHIBIT 29

WHEREAS, the parties wish to amicably resolve the differences that arose between them, to maintain their business relationship, and to continue the License Agreement as amended herein.

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties hereby covenant and agree as follows:

1. Merchandising agrees that all royalties due and payable from Tiger under the License Agreement shall be at one-half (1/2) of the stated royalty rates until December 31, 1982.

2. Tiger agrees that commencing January 1, 1983, the royalty rates shall revert to the full rates as stated in the License Agreement and that the reduction in royalty rates provided in Paragraph 1 shall cease.

3. Tiger consents to Universal's settlement of its claim against Coleco, which settlement includes the payment of a royalty to Universal by Coleco. Tiger's consent is subject to the condition that Coleco take no legal action against the articles (including all associated print matter) Tiger is presently offering for sale in respect to "KING KONG".

4. Merchandising agrees that, except for the above-described Universal agreement with Coleco, Merchandising will not license the property "KING KONG" to any other person for the specific articles included in the License Agreement.

5. Tiger agrees that it shall submit all working prototypes and all packaging, advertising and promotional material to Merchandising for Merchandising's prior written approval as set forth in the License Agreement.

6. Merchandising agrees that it will fully indemnify Tiger against any damages, loss, liability or costs (including reasonable attorneys' fees) resulting from any claim asserted by "Nintendo" with respect to the articles (including all associated print matter) Tiger is presently offering for sale in respect to "KING KONG".

TIGER ELECTRONIC TOYS, INC.	MERCHANDISING CORPORATION OF AMERICA, INC.
By President	By Robert D Wall
Date 9/1/82	Date: 9/2/82

MCA

DATE
TO
FROM
SUBJECT
COPIES